

NON-DISCLOSURE/NON-COMPETE AGREEMENT

This agreement is made on ___/___/___, by and between:

THE CLIENT _____ and Magic Kingdom Ltd

This Agreement shall govern the conditions of disclosure by client to MAGIC KINGDOM LTD of certain "Confidential Information" such as trade secrets, business processes, manufacturing processes, business plans, inventions, techniques, data of any kind, photographs, drawings, customer lists, financial statements, sales data, proprietary business information of any sort, research or development projects or results, tests, and / or any nonpublic information which concerns the business, operations, ideas or plans of a party to this Agreement conveyed to the other party by any format or means including, but not limited to, written, typed, magnetic, or orally transmitted, relating to the concept named introduced by client.

In regards to the Confidential Information, Magic Kingdom Ltd hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with client, based on the concept.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of client except that:
 - a. which Magic Kingdom Ltd can demonstrate by written records was previously known;
 - b. which are now, or become in the future, public knowledge other than through acts or omissions of Magic Kingdom Ltd;
 - c. which are lawfully obtained by Magic Kingdom Ltd from sources independent of client;
4. That Magic Kingdom Ltd shall not directly or indirectly acquire any interest in, or design, create, or compete, sell or otherwise deal with any service or product, containing, based upon or derived from the information provided by client, except as may be expressly agreed to in writing by client.
5. That the secrecy and non competition obligations of Magic Kingdom Ltd with respect to the information shall continue for an indefinite period of time from the date hereof in. The obligations of Magic Kingdom Ltd with respect to the information are international.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

Magic Kingdom Ltd (MAGIC KINGDOM LTD)

By:

Signature  _____

Title: Director of Magic Kingdom Ltd

Client By:

Signature _____ Date: _____

Please return via email.